

**CITY COUNCIL MEETING
TUESDAY, JANUARY 17, 2017
CITY HALL
22710 E. COUNTRY VISTA DRIVE
7:00 P.M.**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. CITIZEN COMMENTS**
- 7. LOCAL BUSINESS SPOTLIGHT – Just Chilin’ Eats & Sweets, Bob & Ronda Gimlen, Owners**
- 8. PRESENTATION**
 - Liberty Lake Municipal Library Fourth Quarter, 2016 Report
- 9. MAYOR AND CITY COUNCIL COMMITTEE REPORTS**
 - Finance Committee
- 10. CITY ADMINISTRATOR REPORT**
- 11. WORKSHOP DISCUSSION**
 - Snow Removal in the City of Liberty Lake – Andrew Staples, City Engineer
- 12. ACTION ITEMS**
 - A. Consent Agenda**
 - i. Approval of January 3, 2017 City Council Minutes
 - ii. Approve January 17, 2017 vouchers in the amount of \$741,148.44
 - B. General Business**
 - i. Approve the TEI Landmark Audio Audiobook Lease Agreement and authorize Mayor Peterson to enter into the Agreement
 - ii. Approve the Memorandum of Understanding with the Post Falls Police Department regarding the North Idaho License Plate Reader Project

13. FIRST READ ORDINANCE

Ordinance No. 232, granting a non-exclusive Franchise Agreement to Avista Corporation

14. INTRODUCTION OF UPCOMING AGENDA ITEMS

15. CITIZEN COMMENTS

16. ADJOURNMENT

PRESENTATION



2016 FOURTH QUARTER REPORT

SNAPSHOT

Highlights of 4th Quarter

- ♦ **Adult Services Associate Joanne Percy joins staff**
- ♦ **STEM program support grants (2) from WA State Library**
- ♦ **Genealogy Class begins 7 week instruction**
- ♦ **Indie Author Day offers day of classes for writers**
- ♦ **Mini freezer meals how-to class**
- ♦ **Hosted 4 meetings for National Novel Writers Month**
- ♦ **Haunted Spokane History**
- ♦ **Monthly Adult Craft program initiated**
- ♦ **Move & Groove Class popularity results in weekly offering plan in 2017**

Library Board 2016

- Lu Embrey
- Tricia Morgan
- Linda Dockrey
- Carol Johns
- Pat Lutzenburger

I. General Statistics

Patron Visits	13,106
Check outs	33,022
Circulation	52,621
ILL	31
Computer check out	700
Loaned to CIN	3,103
Borrowed from CIN	2,410

II. Programs

Attendance	2,098
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III. Patrons

Adult	2,959
Adult Non-Res	1,959

Circulation Department

- ♦ Kindle Fire Ereaders have been replaced with Kindle Paper White models: easier staff management and single purpose make them easier for patrons to use.
- ♦ Jobs & Career Center materials as a separate collection has been discontinued. Print resources have been shelved in Adult Non-Fiction. JCC room is now the Tech Specialist's office.
- ♦ Newspapers & magazines are shelved in the Learning Center
- ♦ 2016 Youth Departments Inventory completed
- ♦ Adult & Youth collections evaluation and deletion project completed

Minor 1,268

Minor Non-Res 483

Homebound 19

Business 11

Total cards 7,002

*Staff & other cards not shown

New Cards 260

IV. Holdings

LLML Physical items 30,629

Digital items 112,080

Items deleted: 1,419

Items added: 578

- ♦ Coming soon:
 1. STEM Station in Learning Center w/ 3D printer
 2. High Demand book & audiobook plan

Adult

Programs for adults this quarter were a mix of informational, historical and creative opportunities.

Supporting our local writing

community was a major focus in October and November with both free classes and writing space offered through our participation in two national programs: Indie Author Day and NaNoWriMo.

Local history with a touch of the macabre drew a crowd to Chet Chaskey's "Haunted Spokane" talk, and the craft classes have uncovered a desire for handicraft and creative opportunities in Liberty Lake.

The Genealogy class provided solid instruction on a very popular topic and requests for more opportunities to take it assure that it will be offered regularly.

CIN Holdings available to LLML patrons: 556,063

Does not include Freegal Music or Flipster online magazines holdings.

Reciprocal Borrowing Privileges at Spokane County Library District

Departments

Children's

PROGRAM ATTENDANCE: 1,537

Move & Groove class started

STEM Ozobots (programming) and LEGO CREATION (building/engineering)

NERF Wars for upper elementary aged kids after-hours

Hour of Code (programming)

Santa's Kitchen: Graham Cracker house

Santa at the Library

Saturday Kids Crafts

**City Council
Subcommittee
Agendas**

Finance Committee Meeting
Agenda – City Hall Conference Room

January 17, 2017
6:00 PM to 7:00 PM

- I. 2016 Year End Report
 - a. Preliminary Report
 - b. Investment Report
- II. Policy Change Updates
 - a. Personnel
 - b. Financial
- III. Voucher Review

Liberty Lake Municipal Library **December 2016 Report**

Statistics

	December 2016	December 2015
Checkouts	5,489	5,712
Renewals	1,148	1,156
Inhouse Use	406	278
Downloads	897	908
ILL	14	13
CIN Loans	1,001	1,044
Freegal	690	481
TOTAL:	9,645	9,636
CIN Borrows	757	678
Checkins	5,970	3,214
Patrons:	N/A*	5,078
Programs	850	522
Children	574 (283 Santa)	344 (150/Santa)
Adults	276 (230 Santa)	178
New Cards	60	48
Total Cards	7,002	6,594



December Activities:

Adult Craft: Winter Gifts
 Santa @ the Library Saturday, December 17th, 10:30 – 2:30 pm
 Haunted Spokane
 Stem-tacular: Christmas tree
 Hour of Code
 Santa's Kitchen
 Christmas Drive-in Movie
 Books n Brew
 LL Needle Arts Society

Activities in January:

STEM-tacular Thursday, January 5th @ 4
 Adult Craft, January 12th, 6:30
 Kids' Crafts, Saturdays 7th, 21st, 28th
 Books n Brew Club: *The Readers of Broken Wheel Recommend*/Katarina Bivald, January 26th, 6
 Family Fort Night, January 19th
 Friends of the Library "Be My Valentine" Basket Silent Auction, January – February 12th

The Library will be closed Monday, January 2nd, and Monday, January 16th

ACTION ITEMS

City of Liberty Lake

Consent Agenda for January 17, 2017
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through January 17, 2017

Payee	Description	Amount
See attached voucher report.		
Total vouchers through January 17, 2017		\$ 439,930.33
December, 2016 checks & EFTs total \$164,452.66		
January, 2017 checks total \$275,477.67		
4-Jan-17 Washington State Dept of Agriculture	Check No. 23647	\$ 58.00
December, 2016 Payroll & Benefits		\$301,160.11
TOTAL		<u><u>\$ 741,148.44</u></u>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

City Clerk

Mayor

Finance Committee

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

12/01/2016 To: 12/31/2016

Time: 16:04:21 Date: 01/11/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5026	12/31/2016	Claims	1	23648	ABC OFFICE EQUIPMENT INC	10.35	CONTRACT OVERAGE CHARGE 11/12-12/11/16
5027	12/31/2016	Claims	1	23649	ABLE CLEAN UP TECHNOLOGIES INC	157.62	BATTERY SPILL RESPONSE/DISPOSE
5028	12/31/2016	Claims	1	23650	AMAZON	3,914.61	MATERIALS
5029	12/31/2016	Claims	1	23651	AMERICAN ON-SITE SERVICES	195.00	SERVICES
5030	12/31/2016	Claims	1	23652	AVISTA UTILITIES	10,708.04	UTILITIES
5031	12/31/2016	Claims	1	23653	BITCO SOFTWARE LLC	587.08	TRAVEL EXPENSES ON SITE TRNG 12/29&12/30
5032	12/31/2016	Claims	1	23654	CENTER POINT LARGE PRINT	103.48	BOOKS
5033	12/31/2016	Claims	1	23655	CITY OF SPOKANE	1,412.00	LEIS-CAD/RMS-2016
5034	12/31/2016	Claims	1	23656	COMCAST SPOTLIGHT INC	330.00	TV ADS 11/28-12/25/16
5035	12/31/2016	Claims	1	23657	COUNTRY VISTA CAR WASH	64.00	CAR WASH
5036	12/31/2016	Claims	1	23658	GREGG R DOHRN	5,600.00	MUNICIPAL CODE UPDATE TASK 2 9/2-12/28/16
5037	12/31/2016	Claims	1	23659	EVANS CRAVEN & LACKIE PS	5,500.00	PROF SVCS 11/28-12/16/16
5038	12/31/2016	Claims	1	23660	FEDEX	62.42	LLPD PKGS
5039	12/31/2016	Claims	1	23661	FREE PRESS PUBLISHING INC	90.80	LEGAL ADS
5040	12/31/2016	Claims	1	23662	GALE/CENGAGE LEARNING	4,565.40	GALE COURSES UNLIMITEDCENGAGE 12/21/16-12/20/17
5041	12/31/2016	Claims	1	23663	LIBERTY LAKE FARMERS MARKET	3,000.00	2016 LODGING TAX GRANT REIMBURSEMENT
5042	12/31/2016	Claims	1	23664	MEADOWWOOD TECHNOLOGY CAMPUS OWNERS ASSO	1,044.75	REIMBURSE SPRINKLER SYS REPAIRS NE CORNER MISSION/MOLTER ROUNDABOUT
5043	12/31/2016	Claims	1	23665	O'REILLY AUTO PARTS	29.71	WIPER BLADES
5044	12/31/2016	Claims	1	23666	PEPLINSKI EXCAVATION INC	30,366.93	WALKING PATH ALONG COUNTRY VISTA
5045	12/31/2016	Claims	1	23667	STEPHEN K PETERSON	254.22	MILEAGE NOV/DEC '16
5046	12/31/2016	Claims	1	23668	PETTY CASH	96.69	REPLENISH PETTY CASH
5047	12/31/2016	Claims	1	23669	QUALITY SERVICES INC	58.00	35227-35229 MOTORIZED VEHICLE PASSES
5048	12/31/2016	Claims	1	23670	SPOKANE COUNTY PUBLIC DEFENDER	9,513.00	CASES 7/1-12/31/2016
5049	12/31/2016	Claims	1	23671	SPOKANE COUNTY SOLID WASTE	15.00	SERVICES
5050	12/31/2016	Claims	1	23672	SPOKANE COUNTY TREASURER	5,605.98	SERVICES
5051	12/31/2016	Claims	1	23673	STONECREEK LAND DESIGN & DEVELOPMENT	34,429.27	SERVICES
5052	12/31/2016	Claims	1	23674	SUN RENTAL CENTER	71.74	RENTAL
5053	12/31/2016	Claims	1	23675	T-MOBILE	89.93	CELL PHONES 11/21-12/20/16
5054	12/31/2016	Claims	1	23676	THE SPOKESMAN REVIEW	280.34	TRAILHEAD STILL OPEN ADS
5055	12/31/2016	Claims	1	23677	TIRE-RAMA	46.20	OIL CHANGE LLPD16
5056	12/31/2016	Claims	1	23678	VERIZON WIRELESS	5,139.45	CELL PHONES, IPADS
5057	12/31/2016	Claims	1	23679	VISIT SPOKANE	10,000.00	2016 LODGING TAX GRANT REIMBURSEMENT
5058	12/31/2016	Claims	1	23680	VISIT SPOKANE	14,749.02	Q4 '16 TOURISM

CHECK REGISTER

CITY OF LIBERTY LAKE
MCAG #: 2757

12/01/2016 To: 12/31/2016

Time: 16:04:21 Date: 01/11/2017
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5059	12/31/2016	Claims	1	23681	WASHINGTON STATE TREASURER	7,396.36	Q4-16 WA STATE REMIT
5060	12/31/2016	Claims	1	23682	WCP SOLUTIONS	841.56	MATERIALS
5061	12/31/2016	Claims	1	23683	WESTERN RECORDS DESTRUCTION	70.00	LLPD ON SITE SHREDDING
5062	12/31/2016	Claims	1	23684	BEN WICK	1,725.50	SPLASH ADS
5063	12/31/2016	Claims	1	23685	XEROX CORPORATION	304.16	BLACK/COLOR BILLABLE PRINTS 11/21-12/21/16
001 General Fund						52,012.69	
110 Street Fund						75,122.50	
115 Tourism Promotion Fund						13,000.00	
117 Tourism Promotion Area (TPA)						14,749.02	
312 Street Capital Fund						1,044.75	
410 Stormwater Utility Fund						157.62	
420 Golf Operations Fund						2,342.03	
						<u>158,428.61</u>	Claims: 158,428.61

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

City Clerk

Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

City Clerk

Date

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

12/31/2016 To: 12/31/2016

Time: 16:06:34 Date: 01/11/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5017	12/31/2016	Claims	1	EFT	CHEVRON AND TEXACO	2,794.74	FUEL
					BUSI CARD SVCS		
5018	12/31/2016	Claims	1	EFT	HOME DEPOT CREDIT	1,673.23	MATERIALS
					SERVICES		
5019	12/31/2016	Claims	1	EFT	VISA 2854	65.17	LLPD VISA CHGS
5020	12/31/2016	Claims	1	EFT	VISA 2870	209.69	P MOGEN VISA CHGS
5021	12/31/2016	Claims	1	EFT	VISA 2888	434.78	P&CD VISA CHGS
5022	12/31/2016	Claims	1	EFT	VISA 4074	164.25	LLML VISA CHGS
5023	12/31/2016	Claims	1	EFT	VISA 4272	327.18	ADMIN VISA CHGS
5024	12/31/2016	Claims	1	EFT	VISA 4397	52.04	A STAPLES VISA CHGS
5025	12/31/2016	Claims	1	EFT	VISA 4405	302.97	PARKS&RECREATION VISA
							CHGS
		001 General Fund				4,748.43	
		110 Street Fund				903.72	
		420 Golf Operations Fund				371.90	
							Claims:
						6,024.05	6,024.05

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

City Clerk

Date

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City Clerk

Date

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757


01/01/2017 To: 01/31/2017

Time: 10:23:49 Date: 01/04/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
15	01/04/2017	Claims	1	23647	WASHINGTON STATE DEPT AGRICULTURE	58.00	ZACH SHERMAN PESTICIDE LICENSE EXAM
						001 General Fund	19.33
						110 Street Fund	19.34
						420 Golf Operations Fund	19.33
						<hr/>	Claims: 58.00
						58.00	

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City Clerk

1.4.17
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

City Clerk

Date

01/04/2017

Manual Check

Requested by Finance Dir. & Parks & Recreation Dir.

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

01/17/2017 To: 01/31/2017

Time: 16:31:30 Date: 01/11/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
42	01/17/2017	Claims	1	23686	ABC OFFICE EQUIPMENT INC	34.92	CONTRACT OVERAGE 12/12/16-1/11/17
43	01/17/2017	Claims	1	23687	ARCHIVESOCIAL	1,788.00	CONTINUOUS ARCHIVAL
44	01/17/2017	Claims	1	23688	ASSOCIATION OF WA CITIES	200.00	J MCGUIRE '17 CITY ACTION DAYS REGISTRATION
45	01/17/2017	Claims	1	23689	ASSOCIATION OF WA CITIES	5,918.00	MEMBERSHIP FEE 2017
46	01/17/2017	Claims	1	23690	BIAS SOFTWARE	8,000.32	ANNUAL SUPPORT, BACKUP
47	01/17/2017	Claims	1	23691	BOOPSIE INC	495.00	ANNUAL SUBSCRIPTION 2017
48	01/17/2017	Claims	1	23692	BROWN BEARING COMPANY INC	71.53	MATERIALS
49	01/17/2017	Claims	1	23693	CITIES INSURANCE ASSOC WA	184,992.64	ANNUAL COVERAGE
50	01/17/2017	Claims	1	23694	CITY SERVICE VALCON	843.63	DYED DIESEL
51	01/17/2017	Claims	1	23695	COOPERATIVE INFORMATION NETWORK	894.13	COURIER FEE FISCAL YR 16-17 QTR 2
52	01/17/2017	Claims	1	23696	DEPARTMENT OF ENTERPRISE SERVICES	400.00	ADMINISTRATIVE FEE
53	01/17/2017	Claims	1	23697	EVERGREEN NOTE SERVICING	14,008.12	ESTATE OF DENNIS E REGER
54	01/17/2017	Claims	1	23698	EVERGREEN STATE TOWING	108.70	TOW '06 HONDA ACCORD
55	01/17/2017	Claims	1	23699	FBI NATIONAL ACADEMY ASSOCIATES INC	90.00	ASMUS, BRIAN K MEMBERSHIP DUES
56	01/17/2017	Claims	1	23700	GREATER SPOKANE VALLEY CHAMBER	560.00	BUSINESS PLUS LEVEL ANNUAL MEMBERSHIP DUES
57	01/17/2017	Claims	1	23701	HITECHNIQUE LLC	2,427.28	IT SVCS
58	01/17/2017	Claims	1	23702	HRA VEBA TRUST	23,200.00	VEBA CONTRIBUTION
59	01/17/2017	Claims	1	23703	INLAND EMPIRE UTILITY COORD COUNCIL	903.00	2017 UTILITY MEMBER DUES
60	01/17/2017	Claims	1	23704	RUSSELL J KINNEY	50.00	DOOR DECALS
61	01/17/2017	Claims	1	23705	LEXIPOL LLC	2,500.00	LAW ENFORCEMENT POLICY 2017
62	01/17/2017	Claims	1	23706	MOVIE LICENSING USA	416.00	COPYRIGHT COMPLIANCE SITE LICENSE 1/22/17-1/21/18
63	01/17/2017	Claims	1	23707	NORTH 40 OUTFITTERS	17.37	MATERIALS
64	01/17/2017	Claims	1	23708	NORTHWEST BUSINESS STAMP	79.79	MAGNETIC NAME TAG
65	01/17/2017	Claims	1	23709	OTIS HARDWARE	8.64	MATERIALS
66	01/17/2017	Claims	1	23710	PTERA INC	2,625.57	SERVICES
67	01/17/2017	Claims	1	23711	TED PULVER	350.00	PRE, POST INTERVIEW/TEST/SCORE/WK SHEET DAN DICE
68	01/17/2017	Claims	1	23712	SESAC	397.00	LICENSE FEES 2017
69	01/17/2017	Claims	1	23713	SIR SPEEDY PRINTING	125.01	SELF INKING DATER STAMPS
70	01/17/2017	Claims	1	23714	SNO-ISLE REGIONAL LIBRARY	174.00	P MOGEN '14 WA ST PUBLIC LIBRARY DIR WINTER MTG REGISTRATION
71	01/17/2017	Claims	1	23715	LOUIS C SOWERS	450.00	PRE EMPLOYMENT PSYCHOLOGICAL EVAL DANIEL DICE

CHECK REGISTER

CITY OF LIBERTY LAKE

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01/17/2017 To: 01/31/2017

Time: 16:31:30 Date: 01/11/2017

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
72	01/17/2017	Claims	1	23716	SPOKANE COUNTY TREASURER	566.24	SERVICES
73	01/17/2017	Claims	1	23717	SPOKANE HOUSE OF HOSE INC	408.12	MATERIALS
74	01/17/2017	Claims	1	23718	SPOKANE REGIONAL TRANSPORTATION COUNCIL	1,865.00	MEMBERSHIP DUES 2017
75	01/17/2017	Claims	1	23719	STERLING CODIFIERS	500.00	HOSTING FEE 2017
76	01/17/2017	Claims	1	23720	STONECREEK LAND DESIGN & DEVELOPMENT	19,429.66	SERVICES
77	01/17/2017	Claims	1	23721	WASHINGTON CITY/CTY MGT ASSOC	315.00	K ALLEN FULL MEMBER
78	01/17/2017	Claims	1	23722	WASHINGTON LIBRARY ASSOCIATION	145.00	MEMBERSHIP RENEWAL
79	01/17/2017	Claims	1	23723	WASHINGTON STATE UNIVERSITY PESTICIDE ED	120.00	J CARY PESTICIDE EDUCATION
001 General Fund						224,931.61	
110 Street Fund						23,321.95	
212 LTGO Redemption Note (1.8)						14,008.12	
420 Golf Operations Fund						13,215.99	
						<u>275,477.67</u>	Claims: 275,477.67

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City Clerk

Date

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City Clerk

Date



AGENDA ITEM NO.: 12Bi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

TEI Landmark Audiobook Lease Agreement

FOR THE AGENDA OF: January 17, 2017

DEPT. OF ORIGIN: Library

EXHIBIT:

A – Lease Agreement

DEPT. HEAD APPROVAL: Pamela Mogen

EXPENDITURE REQUIRED:	Yes
BUDGETED:	Yes

SUMMARY STATEMENT

City of Liberty Lake desires to enter into an agreement with TEI Landmark Audio. This is a leasing program for audio books. The goal of this agreement is to have the newest audio books that are in demand available for our patrons without having to purchase the audio books and have them resting on the shelves after the demand has passed. In past years, the Library has purchased new releases of audio books because of demand; however after a period of time, interest in those audio books subsides and ends up resting on the Library shelves. There will be a total of 78 audio books that the city will receive at a total of \$2,885. If the City was to buy all 78 audio books, it would cost \$4,290. TEI Landmark is that only company that offers this option at the moment.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the Agreement with TEI Landmark Audio



5160 East 65th Street, Suite 115
Indianapolis, IN 46220
www.teilandmarkaudio.com

Toll Free: 800-850-1701
Fax: 317-849-9773
Local: 317-849-1700

TEI LANDMARK AUDIO AUDIOBOOK LEASE AGREEMENT

Library Name Liberty Lake Municipal Public Library
Library Contact Pamela Mogen
Shipping 23123 East Mission Avenue
Address Liberty Lake, WA 99019
Phone No. 509-232-2510 Fax No. 509-435-0777

Customer No. #3060
TEI Sales Representative Dustin Taylor/ Deanna Kern
Billing Same
Address _____
e-Mail address pmogen@libertylakewa.gov

Contract Specifications

Media Type	Exchange Period	Rotation Period	Shipment	Rotation Schedule Month	Quantity
<input checked="" type="checkbox"/> CD <input type="checkbox"/> PlayAway <input type="checkbox"/> Other	<input checked="" type="checkbox"/> 33% <input type="checkbox"/> 50% <input type="checkbox"/> 100% <input type="checkbox"/> Other	<input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input checked="" type="checkbox"/> 90 Days <input type="checkbox"/> 120 Days <input type="checkbox"/> 180 Days	1 st shipment 2 nd shipment 3 rd shipment 4 th shipment 5 th shipment 6 th shipment 7 th shipment 8 th shipment 9 th shipment 10 th shipment 11 th shipment 12 th shipment	<u>Feb</u> <u>May</u> <u>Aug</u> <u>Nov</u> _____ _____ _____ _____ _____ _____ _____ _____	<u>39</u> <u>13</u> <u>13</u> <u>13</u> _____ _____ _____ _____ _____ _____ _____ _____
***** Contract Type	***** On Shelf	***** Title Selection			
<input checked="" type="checkbox"/> Reg. < 6 mths <input type="checkbox"/> BB 5-18 mths <input type="checkbox"/> NN > 18 mths	<u>39</u> No. on hand <u>78</u> No. contract yr	<input checked="" type="checkbox"/> Customer selects <input type="checkbox"/> Online <input type="checkbox"/> TEI Selects <small>Selection List from TEI</small>			

pm (Initials/Date) I acknowledge that I will provide a customer profile to TEI.

pm (Initials/Date) I acknowledge that my library shall not label the outside or inside of audio cases, nor shall labels or stickers be placed on individual discs. However, library identifiers MAY BE placed on the LabelSav™ insert provided by Lessor.

pm (Initials/Date) I acknowledge that my library may keep audiobook CDs (Playaways excluded) for our permanent collection that have been in our possession for fifteen (15) consecutive months PROVIDED that we have not exceeded the quarterly allowances indicated in this contract.

pm (Initials/Date) I acknowledge that my library will receive a return shipment label with each shipment we receive. Any return shipments in excess of allowance will be at my library's expense.

The Lease Period for this agreement is from: February 1, 2017 to: January 31, 2018.
(At the end of the contract period, should the lease not be renewed, the contract shall be extended on a month-to-month basis at the rate of one-twelfth (1/12) the annual fee until all audiobooks are returned to Lessor.)

Contract amount: \$2885 Payable: ☒ annually ☐ semi-annually ☐ quarterly ☐ monthly

Other Instructions: _____

Authorized Signature for Lessee _____ Date _____

Sales Representative for Lessor _____ Date _____

Authorized Signature for Lessor _____ Date _____



AGENDA ITEM NO.: 12Bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

North Idaho License Plate Reader Project

FOR THE AGENDA OF: January 17, 2017

DEPT. OF ORIGIN: Police

EXHIBIT:

ALPR MOU

DEPT. HEAD APPROVAL: Chief Brian Asmus

EXPENDITURE REQUIRED:	Yes
BUDGETED:	Yes

SUMMARY STATEMENT

LLPD has an automated license plate reader system on a patrol car. Currently the data that is received by the ALPR is being sent to and stored on a server hosted by Spokane Police Department. We are requesting to change our current practice to have Post Falls Police Department collect and share the ALPR data with regional public safety agencies. PFPD system is updated on a regular basis and will provide a more complete service to our agency.

By participating with PFPD our agency will have access to both SPD and PFPD, and KCSO data.

The cost to the City of Liberty Lake Police Department is \$500.00 per year as outlined in the MOU.

Either party may terminate the agreement at any time by giving written notice to the other party at least sixty days prior to the effective date of termination.

The attached MOU has been reviewed by the Liberty Lake City Attorney.

RECOMMENDED ACTION

1. Staff recommends approving the MOU with the City of Post Fall Police Department

Agreement
Northern Idaho License Plate
Recognition Project

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of December 2016 by and between the city of Post Falls (Post Falls), and the City of Liberty Lake, Washington, a municipal corporation, hereinafter referred to as "Agency," collectively referred to as "Parties," and

WHEREAS, the Post Falls Police Department (PFPD) maintains a commercially available License Plate Recognition (LPR) database to store investigatory data; and

WHEREAS, the Parties provide Public Safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the LPR system database maintained by PFPD to facilitate the sharing of license plate information, which will provide the PFPD custodial status of the other Agency's motor vehicle license plate recognition information; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement; and

WHEREAS, it is the mission of the Agencies to protect the citizens within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

IT IS HEREBY AGREED, by and between the parties as follows:

1. Purpose:

The purpose of this Agreement is to provide a standardized approach and method of collection and sharing of LPR systems' data between the PFPD and Public Safety Agencies in the surrounding area.

2. Costs:

Participating agencies shall be responsible for purchasing enough BOSS user licenses for their agency needs. Additionally, the Agency shall pay to Post Falls a yearly fee for the use of the Post Falls LPR system database as follows:

\$500 per year for agencies with less than 20 officers
\$1000 per year for agencies with 20 or more officers

The fee will be used by Post Falls for maintenance of the system.

3. Data Access and Security Requirements:

- a. Data Access: The PFPD will make the license plate information residing in the LPR data repositories available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. The PFPD will inform the Agency in advance, whenever possible, of scheduled system downtimes.
- b. Data Sharing: LPR data contributed by each AGENCY will be shared with all AGENCIES that have entered into an Agreement with Post Falls for LPR data contribution. The AGENCY agrees not to facilitate information sharing between law enforcement entities that have not entered into agreements allowing such sharing.
- c. Security Requirements: Post Falls and the Agency agree to enforce and maintain security requirements for the information stored in the LPR data repositories as specified in the agreement. The Agency agrees to use information residing in the LPR data repositories as a pointer system and not as the source of probable cause for law enforcement actions. Exceptions to the above policy shall not be implemented by any AGENCY without the approval of the PFPD.

Agency further agrees that the information hosted in the LPR data repository shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to background screening will be allowed access to the system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to LPR systems shall not be granted.

4. Benefits to Agency:

- a. Data Links: The centralized storage of LPR data will provide a solution to the problem of inaccessible or irretrievable information as result of disconnected LPR systems and the difficulty in sharing information across jurisdictional boundaries.

5. AGREEMENT AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement, and shall not be effective until approved in writing by the Parties. Annually, or more frequently as requested by the Parties, a joint review of this Agreement shall occur to identify needed changes, which may be amended by written mutual agreement of the Parties.

6. RECORDS AND REPORTS:

Information stored on the PFPD LPR for the Agency may be considered a public record under Idaho Code and subject to disclosure. PFPD will refer all public records requests for Agency information to the Agency to respond. However, PFPD may be required by law to release the information directly to the requesting party.

7. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the MOU Agreement at any time by giving written notice to the other party at least sixty (60) days prior to the effective date of termination.

8. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

9. INDEMNIFICATIONS:

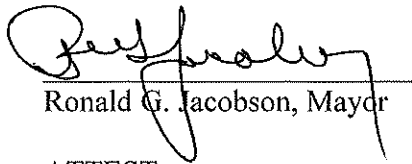
Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers agents or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents and officers. The Agency further releases Post Falls from any liability relating to the release of the Agency information pursuant to a public records request.

10. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

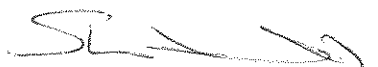
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as written below.

POST FALLS



Ronald G. Jacobson, Mayor

ATTEST:



Shannon Howard, City Clerk

1/3/17

DATE

LIBERTY LAKE, WASHINGTON

Steve Peterson, Mayor

ATTEST:

, City Clerk

DATE



**FIRST READ
ORDINANCE**



AGENDA ITEM NO.: 13

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Avista Electric Franchise Agreement

FOR THE AGENDA OF: January 17, 2017

DEPT. HEAD APPROVAL:

DEPT. OF ORIGIN: Public Works

EXHIBIT: Franchise Agreement

EXPENDITURE REQUIRED:	N/A
BUDGETED:	N/A

SUMMARY STATEMENT

Avista is seeking to renew their franchise agreement with the City of Liberty Lake to provide electric service in Liberty Lake. Avista electrical services are currently being provided under a franchise agreement that is renewing from year to year.

This agreement with grants a non-exclusive franchise for electrical facilities within the public rights-of-way and public property within the City. The agreement period is ten years per our franchise ordinance. Avista customers provide the City of Liberty Lake with approximately \$366,000 per year in utility taxes for street operations and maintenance.

The City has superior right to the use of the rights of way. The City requires that Avista maintain insurance and bonds through the entire period of this agreement.

The City Clerk will publish a copy of the franchise summary of the franchise in accordance with state law.

RECOMMENDED ACTION

This is a first-read Ordinance.

CITY OF LIBERTY LAKE, WASHINGTON

ORDINANCE NO. 232

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, has filed with the City of Liberty Lake, State of Washington (the "City") a written application for a renewal of its Franchise to locate, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, control and distribution of electricity within the City; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF LIBERTY LAKE DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Liberty Lake, a municipal corporation of the State of Washington, and its respective successors, assigns, agents and contractors.

Commission: means the Washington Utilities and Transportation Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Washington.

Days: means business days.

Effective Date: means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise will come into effect, and the date from which the time requirement for any notice, extension and/or renewal will be measured.

Facilities: means, collectively, any and all electric transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to poles, towers, overhead and underground wires and cables, conduits, services, vaults, transformers, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, and control of electricity, whether the same be located above or below ground.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved;
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- any other specifically designated City-owned property.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, self-inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, utility easement and/or Right-of-way now or hereafter held or administered by the City.

State: means the State of Washington.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission during the term of this Franchise in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing electricity, as may be necessary to provide electric service.

2.2 Effective Date

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of 10 years from the Effective Date, unless terminated by either Party, with not less than one hundred eighty days (180) days prior written notice to the other Party.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award an electric franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing electric service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months' notice of such action.

2.6 Assignment of Franchise

All of the provisions, conditions and requirements herein contained shall be binding upon Avista and the City. Avista shall not assign or otherwise transfer its Franchise herein without the prior written authorization and approval of the City, which such authorization and approval shall not be unreasonably withheld. Any authorized and approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, Avista shall have the right, without notice to or written consent of the

City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Recovery of Franchise Cost

2.7.1 Authority

So long as provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Avista, except a fee as provided in RCW 35.21.860 that recovers from Avista actual administrative expenses incurred by the City that are directly related to:

- (i) receiving and approving a permit, license or this Franchise;
- (ii) Inspecting plans and construction; or
- (ii) preparing a detailed statement pursuant to Chapter 43.21C RCW, as the same exists now or may hereafter be amended.

2.7.2 Fee

The parties understand that the restrictions of RCW 35.21.860 forbid the imposition of a franchise fee. If, at some time, the restrictions of this statute should be removed, Avista and the City shall negotiate a fair and reasonable franchise fee.

2.7.3 Additional Fees

Nothing in this Section shall preclude the City from collecting from Avista fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits.

2.8 Utility Tax

Avista acknowledges that the City is authorized under the laws of the State of Washington to impose certain taxes upon Avista. Nothing in this Section shall exempt (nor shall be construed to exempt) Avista from payment of any and all such taxes lawfully imposed by the City Municipal Code, City Ordinance, or City Resolution, as any may hereafter be lawfully amended, adopted, or superseded, and due from Avista; provided, nothing in this Section shall be construed in any way as a waiver of Avista's rights to contest the validity of any such tax or the amount of any tax due. In the event payment of such taxes is not made by Avista in a timely manner, the City reserves the right at its sole option, to suspend the rights granted to Avista by this Franchise until such time that Avista pays such taxes or Avista and the City otherwise resolve any matter concerning payment thereof.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities and operations in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption by the City of any new rule, procedure or policy affecting Avista's operations under the Franchise, the City will endeavor to provide Avista with notice and an opportunity to comment on the same. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the existing construction and maintenance of other utilities including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available, including but not limited to, GIS mapping of its Facilities. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavation, prior to commencing work.

3.4 Vegetation Management -- Trimming/Removal of Trees

State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Avista to maintain its Facilities and appurtenances

under this Franchise shall accordingly include the right, as exercised in Avista's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Avista's facilities can lead to power outages and other threats to public safety and welfare. Avista or its agents may, without recourse or payment of compensation, inhibit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its Facilities and/or electric transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this Section shall prevent Avista, when necessary from pruning or removing any trees which overhang the Franchise Area and may interfere with Avista's Facilities.

3.5 Excavation

3.5.1 Permit Requirement

Avista shall only commence excavation work upon the issuance of applicable permits by the City. Avista also acknowledges that excavations required in arterial streets, especially during peak hours of operation, or during special civic events require substantial coordination with the City prior to issuance of a permit. Avista agrees to coordinate such activity prior to commencing excavation as necessary to minimize impacts to the public as required by the City.

In the event of an emergency requiring immediate action by Avista for the protection of its Facilities, the City's property, or other persons or property, Avista may proceed without first obtaining the normally required permits. In the event of such an emergency requiring immediate action, Avista shall: (i) take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, the City's property, or other persons or property, and to protect the public health and safety; (ii) as soon as possible thereafter, obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit; and (iii) the City shall not be responsible for any and all costs associated with such emergency action.

3.5.2 Workman-like Completion

Except as otherwise provided herein, any excavation work performed in the Franchise Area shall be carried out in accordance with all applicable City permit requirements, rules, and procedures. Additionally, such excavation work shall be performed with reasonable dispatch, in a workmanlike manner, and with as little interference or inconvenience to the rights of the public as may be reasonable.

3.5.3 Restoration of Franchise Area

Upon completion of any phase of an excavation project within the Franchise Area, Avista shall, without delay, and at Avista's sole expense, remove all debris and restore the surface of the Franchise Area to as good or better condition as it was in before

the work began. Avista shall replace any property corner monuments, survey references, or hubs that were disturbed, damaged, or destroyed during Avista's work in the Franchise Area. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the City, and to the City's specifications, and in accordance with the City's most current adopted Pavement Cut Policy, if applicable.

3.5.4 Compliance with Rules and Regulations

Avista shall comply with all ordinances, codes, rules, regulations, or policies now or hereafter adopted by the City regarding excavations in the Franchise Area and the Facilities contained therein.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work; and provided further that the City, its agents and contractors shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities.

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state law. This provision shall not constitute an endorsement by the City of any pre-existing installation by Avista.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities.

4.7 Pole Attachments by City

City shall be permitted, upon reasonable notice to Avista to attach its traffic control, fire and police communications signal cables to Avista's poles in the Franchise Area, provided that the City signs and meets all conditions of a Joint Use Master License Agreement ("Joint Use Agreement") with Avista. Per the Joint Use Agreement, Avista will not charge a pole rental fee for City's non-revenue producing pole attachments that are dedicated for the public's benefit. All pole attachments by the City are at the City's own risk and must be attached in strict accordance with standard safety practices, codes and Avista specifications.

If there is not sufficient space available on Avista's structures such structures may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance and capacity for City facilities. Such City facilities shall be subject to removal or repositioning by Avista at the

City's expense to the extent necessary for utility worker safety and the proper construction, maintenance, operation or repair of Avista's Facilities and appurtenances. City assumes all responsibility for the installation and maintenance of City's facilities installed on Avista's Facilities.

SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area or other City-owned property as specifically designated by the City for such purpose. Whether relocation is necessary shall be determined by the City in its sole discretion, which discretion shall be reasonably exercised taking into account all facts and circumstances. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the City. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. If, at any time, the City shall cause or require the alteration or the improvement of any road, right of way or other public property which is subject to rights granted by this Franchise within the Franchise Area, Avista shall, upon written notice from the City change the location or readjust the elevation of its system and other Facilities so that the same shall not interfere with such work and so that such equipment and Facilities shall conform to such new grades or routes as may be established.

In the event a relocation forces Avista off City's existing Public Rights of Way then the City shall make a reasonable effort to accommodate such relocation by securing an acceptable, alternate location for utilities.

If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the Parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were (i) granted access to Avista's Facilities through a Joint Use Agreement or (ii) abandoned to another franchisee. Such relocation of these types of facilities shall be in accordance with Section 5.2 below.

In the event that the City requests relocation of Facilities that are in place pursuant to an existing easement, the terms of the existing easement shall be followed, including any relocation

provision contained therein. If relocation of Facilities is not addressed in the terms of the existing easement, the terms of Section 5.2 shall apply to the Facilities in the existing easement.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide electric service and related line extension, relocation or conversion of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation, but without expense or liability to the City.

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes upon Avista's request in writing, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

5.4 Temporary Relocation of Facilities Requested by Third Parties

At the request of any Person holding a valid permit or other written permission from the City, and upon reasonable advance notice and payment by the permit holder of Avista's expenses of such temporary change, Avista will temporarily raise, lower or remove its Facilities as necessary to accommodate a permittee of the City desiring to move over-sized structures or equipment along or across the Right-of-Way in the Franchise Area.

5.5 Conversion of Electric Distribution Facilities

City, subject to applicable laws, rules, regulations and tariffs, may request that Avista convert from above ground to below ground wires, for the distribution of electricity underground after joint review with Avista and mutual agreement that such installation is feasible, practical and required for the public interest and safety. The incremental cost of such conversion of existing Facilities above the cost of aerial relocation shall be borne and paid by the City or other party requesting the same, subject to law and such rules, regulations, and Tariffs of the Commission. It is expressly agreed by both Parties that this Section 5.5 does not apply to any conversion of transmission (69KV or above) infrastructure.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend, indemnify, and hold harmless the City, its appointed and elected officers employees or agents, and volunteers from any and all liabilities, claims, causes of action,

losses, damages and expenses of any nature whatsoever, including all costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

Avista's indemnification obligations pursuant to this Section shall include assuming liability for actions brought by Avista's own employees and the employees of Avista's agents, representatives, contractors, and subcontractors even though Avista might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Avista's exercise of the rights set forth in this Franchise. The obligations of Avista under this Section have been mutually negotiated by the Parties hereto, and Avista acknowledges that the City would not enter into this Franchise without Avista's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Avista waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify, hold harmless Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

6.3 Insurance

Avista shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Avista, its agents, representatives or employees or volunteers. Avista shall provide a copy of a Certificate of Insurance and all policy endorsements to the City for its inspection prior to the adoption of this Franchise Ordinance that names the City as an additional insured. If the insurance is canceled or materially altered within the term of this Franchise, Avista will provide replacement continuous uninterrupted coverage in the terms and amounts required pursuant to this Section. Such insurance certificate(s) and/or policy endorsements shall evidence a policy of insurance that includes:

- A. Comprehensive general liability insurance including coverage for premises – operations, explosions and collapse hazard, underground hazard and products completed hazard, written on an occurrence basis, with limits not less than:
 - (1) \$2,000,000 for bodily injury or death to each person;
 - (2) \$2,000,000 for property damage resulting from any one accident; and
 - (3) \$2,000,000 for general liability.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident;
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$2,000,000;

Any deductibles or self-insured retentions must be declared to the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Avista. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverages provided for in this section may be met with a combination of self-insured retention and excess coverage.

Avista's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Avista's insurance and shall not contribute with it.

In addition to the coverage requirements set forth in this Section, the certificate of insurance shall provide that:

"The above described policies will not be canceled before the expiration date thereof, without the issuing company giving thirty (30) days written notice to the certificate holder."

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Forfeiture

If Avista shall materially violate any of the provisions of this Franchise through material or unreasonable neglect or material or unreasonable failure to heed or comply with any notice given Avista under the provisions of this Franchise, then Avista shall forfeit all rights conferred here-

under and this Franchise may be revoked or annulled by the City; provided, however, the City shall give sixty (60) days written notice of its intention to revoke or annul the Franchise during which period Avista shall have the opportunity to remedy any breach. No forbearance by the City shall constitute a waiver of the City's right to enforce any provision of this Franchise.

7.2 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.3 Dispute Resolution by the Parties

Subject to forfeiture set forth in Section 7.1, disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by the Parties' representatives, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

7.5 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior electric franchises for the Franchise Area previously granted to Avista or its predecessors by City., and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. This provision shall not constitute an endorsement by the City of any pre-existing installation by Avista. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.10 Acceptance of Franchise.

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.10 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 20____, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

8.11 Notice

Notwithstanding any other provision in this Franchise, neither Party shall be liable for any failure or alleged failure to provide notice or timely notice unless the Party to whom notice was required can demonstrate that it has been substantially harmed by the failure to provide such notice. For purposes of this Franchise, the contact information and addresses for the City and Avista shall be as follows:

If to the City:	City Administrator City of Liberty Lake 22710 E. Country Vista Drive Liberty Lake, WA 99019
With Copy to:	Sean P. Boutz, City Attorney Evans, Craven & Lackie, P.S. 818 W. Riverside, Suite 250 Spokane, WA 99201
If to Avista:	Avista Corporation Real Estate Department MSC-25 P.O. Box 3727 Spokane, Washington 99220-3727
With Copy to:	Gregory C. Hesler Senior Counsel Avista Corporation – MSC 33 P.O. Box 3727

Spokane, Washington 99220-3727

From time to time the City and Avista may designate another person and/or address for all purposes of this Franchise by a notice given to the other party in accordance with the provisions hereof.

City's Language Attesting to Approval and Passage of the Ordinance

PASSED by the City Council on _____, 20____

ATTEST:

City Clerk, City of Liberty Lake

APPROVED by me on _____, 20____

Mayor, City of Liberty Lake

Date of Publication: _____, 20____

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF LIBERTY LAKE, COUNTY OF SPOKANE, WASHINGTON

IN RE: City of Liberty Lake Ordinance No. 232

“AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.”

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Liberty Lake. This acceptance is executed on _____, 20____

Avista Corporation dba Avista Utilities

By: _____

Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Liberty Lake

On: _____

By: _____

City Representative - Name

Electric Franchise Ordinance Summary for Publication

NOTICE: CITY OF LIBERTY LAKE PROPOSED FRANCHISE ORDINANCE NO. 232 SUMMARY

Ordinance No. 232 will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of electricity within the City for a term of 10 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may operate a vegetation management program in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance _____ is anticipated to be held before the Liberty Lake City Council on _____ 20____ at ____:____ am/pm in the City Council Chambers).

Introduction of Upcoming Agenda Items



**DRAFT CITY COUNCIL
ADVANCED AGENDAS**

For Planning Discussion Purposes Only

As of January 13, 2017

Please note: This is a work in progress; items are tentative

January 24, 2017

DUE Wed, Jan 18

Special Joint Meeting with Planning Commission

1. Workshop Discussion: Design Regulations, I-zone, C2 Zone, and M2 zone – Gregg Dohrn, Facilitator

February 7, 2017

DUE Wed, Feb 1

1. Workshop Discussion: Master Planning for Trailhead Facility
2. Consent Agenda (minutes, vouchers)
3. General Business
 - Award bid for Community Message Board
4. ORDINANCE SECOND READ: Ordinance No. 232, granting a non-exclusive Franchise Agreement to Avista Corporation

February 21, 2017

DUE Wed, Feb 15

1. Consent Agenda (minutes, vouchers)
2. General Business
 - Award bid for Liberty Lake Police Patrol Vehicle
 - Approve consultant service agreement for Orchard Park and multi-purpose field

TENTATIVE ITEMS:

1. Service contract with Ptera for phones and cameras
2. RESOLUTION – Update to the Financial Policy
3. On-call arborist contract
4. Professional Services Agreement for Transportation Projects (Design Consultant for Appleway traffic signals and Harvard Road Bridge evaluation)
5. Moratorium on the Acceptance of or Processing of Applications, or Issuance of Permits or Licenses, and Approvals, and Uses or Activities Associated with the Producing, Processing, or Retailing of Marijuana and Marijuana-Infused Products; and Declaring an Emergency (expires 5/2/17).
6. PRESENTATION: Municipal City Flag, Councilman Dunne